

TRANSFER

TAX
PAIDWARRANTY DEED
027767

KNOW ALL MEN BY THESE PRESENTS that David Lauren of Rockville, County of Montgomery and State of Maryland, for consideration paid, grants to **Scott R. Walker** and **Stephanie A. Walker** of Fairfield, County of Somerset, State of Maine, as joint tenants with Warranty Covenants, a certain lot or parcel of land located in Waterville, Kennebec County, State of Maine, bounded and described as follows:

Being Lot #38 on a plan of Gilman Heights, drawn by Francis Y. Armstrong, C.E., dated December 4, 1939 and recorded in Plan Book 12, Page 77, Kennebec Registry of Deeds.

Subject, however, to the following restrictions numbered from 1 to 13, inclusive, which will be binding upon the said grantees and all persons claiming or holding under or through said grantee.

Section 1. No lot or land shall be sold the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.

Section 2. That said land shall be used only for residential purposes and not more than one (1) residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be sub-divided or so sold or leased in parcels, nor shall any buildings at any time situated on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

Section 3. The main entrance of any residence built on any lot, any boundary of which abuts Gilman Street, shall face Gilman Street; the main entrance of any residence built on any lot, any boundary of which abuts the First Rangeway, shall face the First Rangeway. The main entrance of any residence built on lots abutting only upon avenues, shall face the nearest avenue boundary line.

Section 4. That any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts Gilman Street or the First Rangeway, shall not be erected nearer than thirty-five (35) feet from the Gilman Street line or the First Rangeway Street line; and any other wall of any such residence or other outbuildings, including garages, erected on any lot abutting Gilman Street or the First Rangeway shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line thirty-five (35) feet along the Gilman Street line and along the First Rangeway Street line.

Section 5. That any wall of any residence or other outbuildings, including garages, erected on any lot which abuts only upon avenues, shall not be erected nearer than twenty-five (25) feet from any avenue street line, and any other wall of any such residence or other outbuildings, including garages, erected on said lots, shall not be erected nearer than twenty-five (25) feet from the nearest Avenue Street line, thereby extending a uniform building line twenty-five (25) feet along all avenue street lines.

Section 6. Each residence or other outbuildings including garages, erected on any lot, must provide a space at least fifteen (15) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots.

Section 7. The cost of each main building on these lots shall be at least eighty-five hundred dollars (\$8,500.00), exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.

Section 8. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.

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Section 9. That no fences or construction of any kind other than a dwelling shall be at any time erected in any position to interfere with the view from residences on adjoining lots.

Section 10. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.

Section 11. That if any owner of two or more contiguous lots purchased from Gilman Heights, Inc. desires to improve said lots as one lot, that in so far as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.

Section 12. The grantor herein does not hold himself responsible for the enforcement of the foregoing restrictions.

Section 13. It is understood that this property shall operate under the so-called "New Neighborhood Act" as adopted by the National Association of Real Estate Operators.

Being the same premises conveyed to David Lauren by deed of Carol L. Cragin recorded on April 28, 1998 and recorded at the Kennebec County Registry of Deeds in Book 5346, Page 1.

Witness my hand and seal this 20 day of October, 2000

Mattie Hackett
Witness

David Lauren
David Lauren

STATE OF

DC

, SS.

October 20th

, 2000

Personally appeared the above named **David Lauren** and acknowledged the foregoing instrument to be his free act and deed.
Before me,



Debra D. Butler
NOTARY PUBLIC

Debra D. Butler
Notary Public District of Columbia
My Commission Expires: July 14, 2004

RECEIVED KENNEBEC SS.

2000 OCT 30 AM 9:00

ATTEST: Leanna Schneider

TOBI LEANNA SCHNEIDER - ATTORNEY AT LAW - 48 SILVER STREET - WARDVILLE, MAINE 04001

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